



KENWORTH TRUCKS

A DIVISION OF **PACCAR** AUSTRALIA PTY. LTD
A.B.N. 43 004 669 667
P.O. Box 60, Bayswater, Victoria 3153, Australia
Telephone: (03) 9721 1500 Fax: (03) 9720 4144



WARRANTY AGREEMENT ALL MODELS - ON HIGHWAY (GCM up to 140 Tonnes)

Notice: This is a legal contract between you, The First Registered Owner/Purchaser (the "Purchaser"), PACCAR Australia (ACN: 004 669 667) ("PACCAR") and the Selling Kenworth/DAF Dealer

Except for parts and components which are warranted directly to you by their respective manufacturers and for which PACCAR accepts no responsibility, PACCAR warrants (subject to the terms and conditions of this Warranty Agreement) directly to you for the warranty period set out in the PACCAR Warranty Schedule that the Kenworth Vehicle identified herein by chassis number will be free from manufacturing defects in materials and workmanship.

This Warranty is not transferable and is only for the benefit of the Purchaser. This Warranty applies only to original equipment.

PACCAR will, at the option of PACCAR and subject to the terms and conditions of this Warranty Agreement, repair or replace at PACCAR's cost any part or parts or pay the cost of replacing the part(s) or pay the cost of having the part(s) repaired which are, to the reasonable satisfaction of PACCAR, defective in materials or workmanship, in accordance with the Warranty Schedule on the reverse side of this Warranty Agreement.

The warranty period in the Warranty Schedule(s) begins on the Date in Service shown below.

PACCAR acknowledges that under applicable State, Territory and Commonwealth law(s) (including, without limitation, the Competition and Consumer Act 2010 (Cth) ("CCA")), certain statutory guarantees and warranties (including, without limitation, the statutory guarantees under the CCA) are implied into this Warranty Agreement and cannot be excluded by law ("Non-Excluded Guarantees").

The warranties in this Warranty Agreement are independent of and in addition to the Non-Excluded Guarantees. This Warranty Agreement does not purport to modify or exclude the Non-Excluded Guarantees.

Except as expressly set out in this Warranty Agreement or in respect of the Non-Excluded Guarantees, PACCAR makes no other warranties to you. PACCAR's liability in respect of these warranties is limited to the fullest extent permitted by law.

LIMITATIONS OF PACCAR LIABILITY

IT IS AGREED THAT, TO THE EXTENT PERMITTED BY LAW, PACCAR WILL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE INCURRED AS A RESULT OF, OR IN CONNECTION WITH ANY DEFECT including, but not limited to, loss of profits or income, damage to vehicle, attachments, trailer and cargo, towing expenses, legal costs or expenses, liability you may have in respect of any other person or miscellaneous expenses such as fuel, telephone, accommodation, travelling, freight, downtime, overtime and holiday labour.

To the extent any provision of this warranty contravenes the law of any jurisdiction, such provision shall be inapplicable in such jurisdiction, and the remainder of the warranty shall not be affected hereby.

PACCAR accepts no responsibility for any liability relating to the assembly or fitting of additional equipment or variations to specifications to the Kenworth Vehicle (including, but not limited to, any variation to the Kenworth Vehicle which causes non-compliance with applicable Australian or New Zealand design rules or motor vehicle standards) unless it has been specifically approved in writing by PACCAR.

PACCAR reserves the right to inspect and test defective part(s) that are the subject of any claim under this Warranty Agreement for the purpose of determining the extent of any defect and the validity of any such claim.

PACCAR recommends you take your vehicle to an Authorised Kenworth Dealer if it needs repairs or servicing. Authorised Kenworth Dealers use approved parts and accessories which will ensure that the original vehicle specification is maintained and that the vehicle continues to comply with all certification requirements and also meets Government regulations relating to vehicle safety and environmental controls.

The warranties given under this Warranty Agreement are given by PACCAR Australia (ACN: 004 669 667), of PO Box 60 Bayswater, Victoria 3153, Australia. Warranty applies only if servicing has been carried out in accordance with the recommended service intervals as per your Driver's Handbook.

KENWORTH TRUCKS

A DIVISION OF **PACCAR** AUSTRALIA PTY LTD

By: Daniel Hunter

CUSTOMER SERVICE MANAGER

CHASSIS No: 475998 MODEL: T659

DATE IN SERVICE: 31-3-23

DEALER: Brown & Hurley

CITY, STATE: Yatala, Qld

BY: Ben Sparrow

(Signature of Dealer Representative)

ON THE DATE IN SERVICE I HAVE READ AND UNDERSTOOD THIS WARRANTY AGREEMENT AND ACCEPT ITS TERMS AND ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT.

SIGNED: [Signature]

(Signature of Registered Owner/Purchaser or Authorised Representative)

NAME: [Signature]

FULL BUSINESS NAME: TJK Transport Pty Ltd

SPECIFIC APPLICATION APPROVAL (WARRANTY) FOR GCM OVER 90 TONNES

Maj Compt's	Make/Model	Kms/Hrs	Auth No	Rear	Make/Model	Kms/Hrs	Auth No
Clutch	Eaton	24 mths / 500,000 kms	N/A	Suspension	Kenworth	24 mths / Unlimited Kms	N/A
Transmission	Eaton	24 mths / 500,000 kms	N/A	Axles	Mernor	48 mths / 800,000 kms	N/A
Other	Cummins	48 mths / 800,000 kms	N/A	Application GCM: 97,000 kg			

OFFICE USE ONLY BELOW THIS LINE
Kenworth Approval: 1.2 mill / km

Date: / /